

Commonwealth of Virginia

VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

SOUTHWEST REGIONAL OFFICE
355-A Deadmore Street, Abingdon, Virginia 24210
(276) 676-4800 FAX (804) 698-4178
www.deq.virginia.gov

Ann F. Jennings
Secretary of Natural and Historic Resources

David K. Paylor
Director
(804) 698-4000

Jeffrey Hurst
Regional Director

**STATE AIR POLLUTION CONTROL BOARD
ENFORCEMENT ACTION - ORDER BY CONSENT
ISSUED TO
TRAEGER PELLET GRILLS, LLC**

Registration No. 11819

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code §§ 10.1-1309 and -1316, between the State Air Pollution Control Board and Traeger Pellet Grills, LLC, for the purpose of resolving certain violations of the Virginia Air Pollution Control Law and the applicable permits and regulations.

SECTION B: Definitions

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "Board" means the State Air Pollution Control Board, a permanent citizens' board of the Commonwealth of Virginia, as described in Va. Code §§ 10.1-1184 and -1301.
2. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia, as described in Va. Code § 10.1-1183.
3. "Director" means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.
4. "Facility" means the Traeger Pellet Grills, LLC facility, located at 200 Shoal Ridge Drive, Rural Retreat, Wythe County, Virginia.

5. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 10.1-1309.
6. "Order" means this document, also known as a "Consent Order" or "Order by Consent," a type of Special Order under the Virginia Air Pollution Control Law.
7. "PCE" means a partial compliance evaluation by DEQ staff.
8. "Permit" means a New Source Review Permit to construct and operate a wood pellet manufacturing facility, which was issued under the Air Pollution Control Law and Regulations to Traeger Pellet Grills, LLC on September 10, 2021.
9. "Regulations" or "Regulations for the Control and Abatement of Air Pollution" mean 9 VAC 5 chapters 10 through 80.
10. "SWRO" means the Southwest Regional Office of DEQ, located in Abingdon, Virginia.
11. "Traeger" or "Traeger Pellet Grills, LLC" means Traeger Pellet Grills, LLC, a corporation authorized to do business in Virginia and its affiliates, partners, and subsidiaries. Traeger is a "person" within the meaning of Va. Code § 10.1-1300.
12. "Va. Code" means the Code of Virginia (1950), as amended.
13. "VAC" means the Virginia Administrative Code.
14. "Virginia Air Pollution Control Law" means Chapter 13 (§ 10.1-1300 *et seq.*) of Title 10.1 of the Va. Code.

SECTION C: Findings of Fact and Conclusions of Law

1. Traeger Pellet Grills, LLC owns and operates the Facility in Wythe County, Virginia. The Facility manufactures wood pellets for use in barbecue grills.
2. On December 14, 2020, Traeger initially submitted a New Source Review Permit application to DEQ.
3. On September 8, 2021, DEQ staff conducted a PCE at the Facility. During the PCE, it was noted equipment had been installed at the Facility without a permit.
4. 9 VAC 5-80-1120 (A) states, "No owner or other person shall begin actual construction of, or operate, any new stationary source or any project subject to this article without first obtaining from the board a permit under the provisions of this article. The owner may not construct or operate the stationary source or project contrary to the terms and conditions of that permit."

5. On September 10, 2021, DEQ issued a minor New Source Review permit allowing Traeger to construct and operate the Facility.
6. On September 16, 2021, Traeger submitted a Notification of Commencement of Actual Construction for the Facility. The notification stated that actual construction of the wood pellet manufacturing facility commenced on January 4, 2021.
7. On September 20, 2021, based on the September 8, 2021 PCE, the Department issued Notice of Violation No. ASWRO001956 to Traeger for the alleged violation described in paragraph C(2), above.
8. On September 22, 2021, DEQ received an initial NOV response from the Facility via email. On September 24, 2021, Traeger staff discussed the NOV with DEQ enforcement staff via telephone and advised that a formal written response would follow.
9. On September 28, 2021, Traeger submitted the formal written NOV response to DEQ.
10. Based on the results of the September 8, 2021 PCE, the September 22, 2021 and September 28, 2021 written responses, and the September 24, 2021 telephone call, the Board concludes that Traeger has violated 9 VAC 5-80-1120 (A), as described in paragraphs C(3) and C(4), above.
11. On September 10, 2021, DEQ issued a New Source Review permit to Traeger allowing construction and operation of the Facility, which corrected the violations described in paragraphs C(3) and C(4), above.

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code §§ 10.1-1309 and -1316, the Board orders Traeger Pellet Grills, LLC, and Traeger Pellet Grills, LLC agrees to:

Pay a civil charge of \$4,914.00 within 30 days of the effective date of the Order in settlement of the violations cited in this Order.

Payment shall be made by check, certified check, money order or cashier's check payable to the "Treasurer of Virginia," and delivered to:

Receipts Control
Department of Environmental Quality
Post Office Box 1104
Richmond, Virginia 23218

Traeger Pellet Grills, LLC shall include its Federal Employer Identification Number (FEIN) with the civil charge payment and shall indicate that the payment is being made in accordance with the requirements of this Order for deposit into the Virginia Environmental Emergency Response

Fund (VEERF). If the Department has to refer collection of moneys due under this Order to the Department of Law, Traeger Pellet Grills, LLC shall be liable for attorneys' fees of 30% of the amount outstanding.

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend this Order with the consent of Traeger for good cause shown by Traeger, or on its own motion pursuant to the Administrative Process Act, Va. Code § 2.2-4000 *et seq.*, after notice and opportunity to be heard.
2. This Order addresses and resolves only those violations specifically identified in Section C of this Order and in NOV No. ASWRO001956, dated September 20, 2021. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility; or (3) taking subsequent action to enforce the Order.
3. For purposes of this Order and subsequent actions with respect to this Order only, Traeger admits the jurisdictional allegations, findings of fact, and conclusions of law contained herein.
4. Traeger consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
5. Traeger declares it has received fair and due process under the Administrative Process Act and the Virginia Air Pollution Control Law and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to modify, rewrite, amend, or enforce this Order.
6. Failure by Traeger to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. Traeger shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other unforeseeable circumstances beyond its control and not due to a lack of good faith or diligence on its part. Traeger shall demonstrate that such

circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Traeger shall notify the DEQ Regional Director verbally within 24 hours and in writing within three business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:

- a. the reasons for the delay or noncompliance;
- b. the projected duration of any such delay or noncompliance;
- c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
- d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

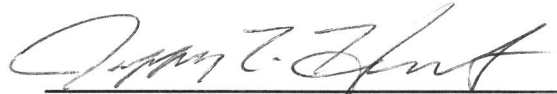
Failure to so notify the Regional Director verbally within 24 hours and in writing within three business days, of learning of any condition above, which the parties intend to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto and any successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and Traeger. Nevertheless, Traeger agrees to be bound by any compliance date which precedes the effective date of this Order.
11. This Order shall continue in effect until:
 - a. the Director or his designee terminates the Order after Traeger has completed all of the requirements of the Order;
 - b. Traeger petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order; or
 - c. the Director or Board terminates the Order in his or its sole discretion upon 30 days' written notice to Traeger.

Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Traeger from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

12. Any plans, reports, schedules or specifications attached hereto or submitted by Traeger and approved by the Department pursuant to this Order are incorporated into this Order. Any non-compliance with such approved documents shall be considered a violation of this Order.
13. The undersigned representative of Traeger certifies that he or she is a responsible official authorized to enter into the terms and conditions of this Order and to execute and legally bind Traeger to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of Traeger.
14. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Order.
15. By its signature below, Traeger voluntarily agrees to the issuance of this Order.

And it is so ORDERED this 12 day of November, 2021.



Jeffrey L. Hurst, Regional Director
Department of Environmental Quality

Traeger Pellet Grills, LLC voluntarily agrees to the issuance of this Order.

Date: 10/26/21 By: David Thranum
David Thranum, Plant Manager
Traeger Pellet Grills, LLC

Commonwealth of Virginia

City/County of Smyth

The foregoing document was signed and acknowledged before me this 26 day of
Oct, 2021, by David Thranum who is
Plant manager of Traeger Pellet Grills, LLC, on behalf of the company.

Amanda Ann Mullins
Notary Public

7915622
Registration No.

My commission expires: 03-31-2025

Notary seal:

